

AGREEMENT
BETWEEN
ASSOCIATION OF PENNSYLVANIA
STATE COLLEGE AND
UNIVERSITY FACULTIES
(APSCUF)
AND
THE PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION
(STATE SYSTEM)

July 1, 2019, to June 30, 2023



MEMBER against members of the same family regarding concurrent employment at any University.

C. If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, or the Civil Rights Act of 1964, as amended, the provisions of such orders and laws shall prevail; provided that any rule not consistent with this Agreement adopted by the STATE SYSTEM subsequent to the signing of this Agreement shall not prevail against the terms of this Agreement.

D. The parties shall meet and discuss at the state level during the term of this Agreement on such aspects of this Article that are of mutual interest.

Article 4

DUTIES AND RESPONSIBILITIES OF FACULTY MEMBERS

A. The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of the UNIVERSITIES and its members for academic freedom safeguards must extend equally to requiring responsible service, consistent with the objectives of the UNIVERSITIES. The universal responsibility of the teaching FACULTY MEMBER is effective teaching.

B. A proper academic climate can be maintained only when members of the FACULTY meet their fundamental duties and responsibilities regularly. These duties and responsibilities include but are not limited to: reporting promptly, and in advance if possible, any changes in class hours or classrooms assigned; preparing for and meeting their assignments, which would include timely notification of the proper authority and making a reasonable effort to insure that assignments can be covered in case of absences; making a reasonable effort to notify students of any changes in class hours or classrooms assigned; keeping current in their academic disciplines through continuing scholarly activity; keeping office hours in accordance with Article 23, WORKLOAD AND WORKLOAD EQUIVALENTS, and conferring with and advising students and advisees; evaluating fairly and reporting promptly student achievement; rendering service to the University which would include participating in group deliberations which contribute to the growth and development of the students and the UNIVERSITIES; and reporting promptly, and in advance if possible, absence from any assigned duty in accordance with the provisions of Article 17, SICK LEAVE. All members of the FACULTY also have the responsibility to accept those reasonable duties assigned to them within their fields of competence. Additionally, FACULTY MEMBERS have the responsibility to perform other tasks characteristic of the academic profession as described in Article 12, PERFORMANCE REVIEW AND EVALUATION OF FACULTY, Section B.1. and to attempt honestly and in good conscience to preserve and defend the goals of the UNIVERSITIES, including the right to advocate change.

G. Compensation

1. Base Compensation

Credit-bearing courses taught via distance education during the academic year shall be included in the workload hours pursuant to either Article 23, WORKLOAD AND WORKLOAD EQUIVALENTS, or Article 27, CONTINUING EDUCATION, as appropriate. Credit-bearing courses taught via distance education during the summer shall be paid at the appropriate summer school rate.

2. Compensation Per Student

a. A FACULTY MEMBER teaching a distance education ITV/compressed video course during the academic year shall receive their base compensation for teaching at the home site. A FACULTY MEMBER teaching a distance education course during the summer shall be paid at the appropriate summer school rate for teaching at the home site. Additionally, the FACULTY MEMBER shall receive \$25.00 for each student enrolled at the remote site(s). Enrollment will be established the day after the last day of the add/drop period for that class for that semester.

Effective with the fall 2020 semester the compensation per student noted above will be \$20.00 for each student enrolled at the remote site(s).

Effective with the fall 2021 semester the compensation per student noted above will be \$15.00 for each student enrolled at the remote site(s).

b. A FACULTY MEMBER teaching a distance education online/web-based course during the academic year shall receive their base compensation for teaching at the home site. A FACULTY MEMBER teaching a distance education course during the summer shall be paid at the appropriate summer school rate for teaching at the home site. Additionally, the FACULTY MEMBER shall receive a payment of \$25.00 for each student enrolled in the course. Enrollment will be established the day after the last day of the add/drop period for that class for that semester.

Effective with the fall 2020 semester the compensation per student noted above will be \$20.00 for each student enrolled in the course.

Effective with the fall 2021 semester the compensation per student noted above will be \$15.00 for each student enrolled in the course.

c. A FACULTY MEMBER teaching a Multi-Modal course will be compensated, if applicable, as follows:

- (1) Faculty members will identify the students who are attending each class via distance education.
- (2) At the end of the course, and no later than the deadline for submitting

final grades, the faculty member shall submit to the appropriate Dean's Office a list of all students who attended the course more than eighty percent (80%) through distance education for review and approval. Any student meeting the requirements of Article 41.B.1. shall be designated as a Distance Education Student.

(3) The UNIVERSITY shall pay the faculty member under Article 41.G.2. for each student designated as a Distance Education Student.

3. Course Development Compensation

a. In addition to the compensation required above, a distance education course development payment of \$800.00 per credit shall be paid the first time an online/web-based course is developed and initially taught beginning with the fall 2007 semester. Course development compensation is to be paid the first time a FACULTY MEMBER teaches a distance education course. Notwithstanding Section C(1), the FACULTY MEMBER may be required to teach the distance education course up to three (3) additional times during the next four (4) year period.

b. Similarly, a distance education course development payment of \$400.00 per credit shall be paid the first time an ITV/compressed video course is developed and initially taught beginning with the fall 2007 semester. Course development compensation is to be paid the first time a FACULTY MEMBER teaches a distance education course. Notwithstanding Section C(1), the FACULTY MEMBER may be required to teach the distance education course up to three (3) times during the next four (4) year period.

c. FACULTY MEMBERS who are hired on or after July 1, 2007, solely for the purpose of teaching via distance education, or for the purpose of teaching courses in a program(s) delivered via distance education, shall not be eligible for the course development payment.

d. Effective for online/web-based courses and ITV/compressed video courses taught in fall 2014 and thereafter, no course development compensation shall be paid, except as provided for in Section D.1. of this Article.

4. Course Re-development Compensation

a. A distance education course re-development payment shall be paid every five (5) years if a given online/web-based course has been taught at least four (4) times during that period by the FACULTY MEMBER and the FACULTY MEMBER is able to document appropriate professional development experiences. Course re-development compensation for revisions in online/web-based courses are as follows: \$100.00 per credit to be paid the first time the FACULTY MEMBER teaches a re-developed distance education course and up to three (3) additional